



# State of Arizona

## Department of Education

### Invitation For Bid

### Cover Page

Solicitation Number: ED07-0001

Solicitation Due Date / Time: August 1, 2006, at 3:00 P.M. Mountain Standard Time

Submittal Location: Arizona Department of Education  
Contracts Management Unit/3<sup>rd</sup> Floor  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

Description of Procurement: Digital Monochrome Printer/Copier

Commodity Code: 0700-0000

Some goods and/or supplies, or equipment being purchased under this IFB have been designated as "Brand Name or Equal".

Pre-Offer Conference Date, Time and Location: At 10:00 a.m. July 24, 2006, Mountain Standard Time in conference Room 417 at the Education Building, 1535 W. Jefferson Street, Phoenix, AZ 85007.

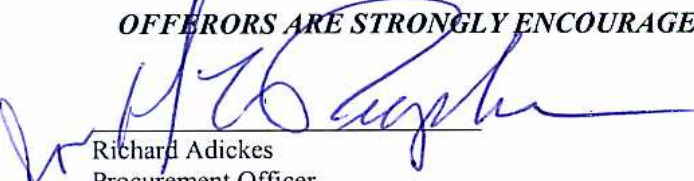
In accordance with A.R.S. § 41-2533, competitive sealed bids for the materials or services specified will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name and bid price of each Offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Education's Contracts Management Unit on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

***OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.***

  
Richard Adickes  
Procurement Officer

602-364-2517  
Telephone Number

  
Date

## OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**SOLICITATION NO. ED07-0001**

### OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Person Authorized to Sign Offer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title of Authorized Person

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Person

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: \_\_\_\_\_

Offeror's Federal Employer Identification Number: \_\_\_\_\_

Acknowledgement of Amendment(s);  
*(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated.*

Amendment No. Date

Amendment No. Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ACCEPTANCE OF OFFER AND CONTRACT AWARD

*(For State of Arizona Use Only)*

Your Offer, dated \_\_\_\_\_, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number ED07-0001.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

### State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

\_\_\_\_\_  
Douglas C. Peeples, CPPB, CPCPM  
Chief Procurement Officer

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Contract Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

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**SECTION 1**  
**SPECIFICATIONS / SCOPE or STATEMENT OF WORK**

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**SOLICITATION NO. ED07-0001**

**SPECIFICATIONS**

Monochrome digital printer/copier multifunction capabilities: Canon Pro 150 VP or Equal

Multiple copy speed minimum 150 copies per minute 8-1/2" x 11" one sided

600X600 DPI

Paper capacity 12,000 sheets

Paper weight 16# bond to 150# index

Paper sizes 7" x 8-1/2" up to 14" x 18"

Unlimited duplexing

Shall duplex copies onto 9 different paper stocks/types and insert 3 preprinted sheets simultaneously – preprinted sheets must bypass fuser

Control panel touch screen CRT

Electronic sorter/finisher equipped: corner stitch or side staple 2 staples

Collate function up to 9 different paper stocks and 3 preprinted inserts

Shall be able to print and insert tabs

Output stacker capacity of 5,000 sheets

Extra paper dolly for stacker

Bids shall include all optional features, components and accessories available to enhance functionality and increase productivity. The bids shall also include separate line item pricing for all optional features available.

Connection to existing EFI Micropress, Velocity systems must be provided by vendor. Certificate of authorization from Canon Business Solutions must be submitted with bid.

Relocation of one iR150 Pro and one CLC5000 and one CLC5100 must be performed by vendor. Certificate of authorization from Canon Business Solutions must be submitted with bid.

The contact for this at Canons Business Solutions is:

Mr. Chuck Taylor

Canon Business Solutions Inc.

110 W. Walnut Street

Gardena, California 90248

(310) 217-3929

[cetaylor@solutions.canon.com](mailto:cetaylor@solutions.canon.com)

## SECTION 2

### SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

#### SOLICITATION NO. ED07-0001

1. **Definition of Terms Used in These Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:

- A. "ADE" means the Arizona Department of Education.
- B. "Department" means the Arizona Department of Education.
- C. "Information Technology" means all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, firmware, vendor support and related services, and equipment (including without limitation, computers, data processors, microprocessors, calculators, programmable systems and other electronic devices).

2. **Changes.**

- A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
  - (1) Drawings, designs, or specifications when the supplies to be furnished are to be specifically manufactured for the State in accordance with the drawings, designs, or specifications.
  - (2) Method of shipment or packing.
  - (3) Place of delivery.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
- C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
- D. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
- E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

3. **INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties

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that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

#### 4. **INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

##### 1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability and XCU coverage.

- |  |             |
|--|-------------|
| • General Aggregate                                | \$2,000,000 |
| • Products – Completed Operations Aggregate        | \$1,000,000 |
| • Personal and Advertising Injury                  | \$1,000,000 |
| • Each Occurrence                                  | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Damage (Any one fire)                       | \$1,000,000 |
- a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”*
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

##### 2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

|                             |             |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|

- a. The policy shall be endorsed to include the following additional insured language: *“The*

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*State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."*

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$ 500,000

Disease – Each Employee

\$ 500,000

Disease – Policy Limit

\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Installation Floater \$500,000.00**

- a. The State of Arizona, Contractor, subcontractor and any others with an insurable interest in the work shall be **Named Insureds** on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for flood and earth movement** as well as coverage for losses that may occur during **equipment testing**.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.
- e. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.
- g. Contractor is responsible for the payment of all deductibles under the Installation Floater policy.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the person named in paragraph 22.D of this section, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the person named in paragraph 22.D of this section. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
5. **Contract Term.** The initial term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect through June 30, 2007, unless terminated, canceled, or extended as otherwise provided herein.
6. **Option to Renew Contract.** This Contract shall not bind nor purport to bind ADE and the Contractor for any contractual commitment in excess of the original contract term. ADE shall have the right, at its sole option, to renew the Contract, in one year increments, not to exceed a total contracting term of five years. If ADE exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the option terms.



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7. **Price Adjustments.** Prices shall remain as bid for the initial term of this Contract, though, after that initial term the Contractor may request a price adjustment for products or services delivered under this Contract. Any requested price adjustment shall be fully documented to indicate reason or cause for the request. The Procurement Officer will analyze the request and compare it against market prices, trade publications, and the Consumer Price Index. If the Procurement Officer and the Contractor agree to a price adjustment, it shall be effected through a written bi-lateral contract amendment. Price adjustments shall become effective upon signature of the Procurement Officer, or as mutually agreed, though, at no time, shall upward price adjustments be retro-active.
8. **Contractor Personnel Assignments.**
- Selection of Contractor personnel for a specific assignment will be based on particular expertise needed, availability of insurance, availability of Contractor personnel at the time, Contractor project experience, and other factors related to the assignment. Specifically, the following requirements and conditions apply:
- A. Before making a referral of one of its employees, the Contractor shall assure themselves that the individual to be assigned is familiar with the services to be performed. All work performed under the initial equipment warranty period and under any extended service maintenance provisions shall be done solely by OEM trained/qualified technicians. Submit with bid a copy of the service technicians training certificates, and details of experience working on iR150 types of equipment.
  - B. The contractor shall maintain all equipment purchased herein in accordance with all manufacturers recommended service/maintenance schedules and/or as required to maintain the equipment and its operation in accordance with the original manufacturer's specifications. Service technicians shall be capable of diagnosing equipment /technical problems, obtaining required components/parts/software and initiating all on site repairs required to bring equipment back up to OEM operating specifications within the time frame stated in paragraph 17.
  - C. The ADE reserves the right to confirm that all service maintenance technicians have proper OEM training before commencement of work. Any service maintenance technician found to be non-compliant to this section shall be immediately removed and replaced (with a qualified technician) by the contractor.
9. **Inclusive Offeror**
- Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
10. **Cooperation With Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.
11. **Contractor's Warranty**
- A. All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

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- B. The warranty period for workmanship and materials shall be for an initial period of ninety (90) days and commence upon acceptance by ADE. The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.
- C. The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations. All defective or unserviceable "worn" parts shall be replaced with OEM parts. All replacement parts shall carry the manufacturer's standard warranties. Parts shall include, all like transfer parts, PM Kits.

#### 12. Extended Service Maintenance Program

- A. The contractor shall be responsible for providing extended full service maintenance program for all equipment purchased by the ADE. This extended service maintenance program shall meet the minimum requirements established herein. At a minimum the extended full service maintenance program shall provide preventative service maintenance as per manufacturers recommended schedules as well service maintenance based on customer's (ADOE) "Will Call" Service Maintenance response time section.
- B. Service maintenance shall include, as a minimum, all routine cleaning, lubrication, adjustments, systems diagnostic test, hardware/software component/part replacements (when required), hardware retrofits and software upgrades as made available by the manufacture (see equipment hardware retrofits and software upgrades). Pricing specified herein shall be inclusive of all labor, technical support, equipment (including drums and masters, or like transfer parts, P.M. kits, materials, parts, hardware and software, consumable supplies (with the exception of paper and staples), travel, per diem, and services required to maintain all equipment and their operation with OEM parts and supplies.
- C. Equipment Hardware Retrofits and Software Upgrades: All hardware retrofits and software upgrades offered by the manufacturer during the term of this contract shall be provided at no charge to the ADE. The contractor shall notify the State of such hardware retrofits and software upgrades within thirty (30) days of notice from the equipment manufacturer. Further, the contractor shall schedule installation of such equipment retrofits and software upgrades within a mutually agreed upon time frame (between the contractor and the ADE).
- D. All consumable supplies (i.e. toners, developers, fusers, etc) with the exception of paper and staples, must be OEM and shall be supplied to the ADE within mutually agreeable timeframes at inventory levels required to maintain equipment operation during the print shops normal business hours at the production (estimated monthly volume) levels specified herein. Paper and staples shall not be part of this contract's extended service maintenance program.
- E. Should the contractor fail to maintain an adequate supply of all consumable supplies to the ADE, the ADE shall reserve the right to purchase these items from a third party. In the event that the ADE has to exercise this option, the contractor shall be responsible for full reimbursement to the ADE.
- F. The contractor shall not initiate any automatic maintenance renewals or require the ADE to sign the contractor's maintenance agreement (strictly prohibited by the State). Authorization for extended service maintenance shall be made solely by the issuance of a contract release order/purchase order that cites the correct State contract number (signed by an authorized agent of the ADE).

#### G. Service Maintenance Periods:

Year 1 service maintenance: Shall commence on the first day following the initial 90-day warranty period and shall continue through June 30, 2007.

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Year 2 service maintenance: Shall commence on the first day following the end of year 1 service maintenance and shall continue for a period of 12 months thereafter.

Year 3 service maintenance: Shall commence on the first day following the end of year 2 service maintenance and shall continue for a period of 12 months thereafter.

Year 4 service maintenance: Shall commence on the first day following the end of year 3 service maintenance and shall continue for a period of 12 months thereafter.

Year 5 service maintenance: Shall commence on the first day following the end of year 4 service maintenance and shall continue for a period of 12 months thereafter.

**H. Service Technician Response times "Will Call":**

1. Customer "Will Call" service maintenance shall be performed during the ADE normal print shop hours of 6:00 a.m. to Midnight, Monday through Saturday.
2. The contractors service maintenance technicians shall respond by phone within two (2) hours and will be on site for all "will call" requests within four (4) hours of initial agency notification.
3. The contractor shall provide a 24 hour, 7 day per week service hot line (telephone access) to the ADE for the purpose of providing technical assistance to correct minor equipment problems, to answer questions relating to operational procedures concerning the equipment and to schedule "Will Call" service.

**13. Shipping Terms.** Bid price(s) and terms shall be F.O.B. Destination at:

Arizona Department of Education  
1535 West Jefferson Street  
Phoenix, Arizona 85009

**14. Delivery and Installation**

- A. Delivery is desired as soon as possible, but **REQUIRED** no later than thirty (30) days after Contractor's receipt of a purchase order or contract release order.
- B. Supplies or equipment shall be delivered between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on State recognized holidays. *Invoices are to be sent to a separate address, see Paragraph 21 below.*
- C. The Contractor shall be responsible to install and present for inspection all equipment in a complete and ready-for-use condition with all components functioning, cleaned and tested.

**15. Acceptance** Each item delivered will be subject to a complete inspection by ADE prior to acceptance. Inspection criteria shall include, but not limited to, conformity to the Specifications, mechanical integrity, quality, workmanship and materials.

**16. Training**

- A. Contractor shall provide, within 30 days from equipment purchase, a comprehensive "hands on" training program for 6 each ADE print shop employees for all equipment purchased.
- B. The training program shall, at a minimum, cover proper use of all equipment/options/accessories as specified by the equipment Manufacturer in any equipment owner's manuals.
- C. Upon completion of contractor training, the selected ADE print shop personnel shall be able to demonstrate their ability to properly operate the equipment/options/accessories. Those who are not able to demonstrate such abilities shall be sufficiently re-trained until they can exhibit their ability to properly operate

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the equipment/option/accessories.

- D. All cost associated with equipment training shall be included in the equipment purchase price. No additional training charges will be allowed.

**17. Down-Time Equipment Replacement**

- A. The contractor shall provide the ADE access to, or the replacement thereof, of equivalent equipment should any contracted equipment be out of service for more than a 24 hour period.
- B. The equivalent replacement equipment shall be supplied at no additional cost to the ADOE and shall remain available for agency use until all repairs have been completed and the contracted equipment is back up and performing to OEM standards.
- C. Should the contractor fail to service or repair equipment or provide equivalent replacement equipment within the timeframes established herein, the ADE reserves the right to secure replacement printing services from a third party. In the event that the ADE elects to exercise this option, the contractor shall be responsible for reimbursement of the actual cost incurred by the ADE for third party printing service.

- 18. Report Standards** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Procurement Officer, and shall be submitted in draft form for advance review and comment by the Procurement Officer, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

**19. Offshore Performance of Work Prohibited**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

**20. Federal Immigration and Nationality Act:**

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

**21. Pricing**

Service maintenance pricing shall be separate and independent from all equipment sale pricing. Billing and Payment for service maintenance (upon agency/entity initiation) shall be made in arrears.

Service maintenance pricing shall be based on a flat monthly cost per copy rate for all copies, paid quarterly. No base

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charges or up-charges for options are allowed.

The contractor may offer, at any time during the contract period, a cost per copy discount for actual copies ran over a mutually agreed upon monthly quantity threshold (e.g... 0040 up to 10,000 copies and .0035 for every copy thereafter).

Submit invoices to the following address:

Arizona Department of Education  
Accounting, Bin #1  
1535 West Jefferson Street  
Phoenix, Arizona 85007

**22. Contract Administration**

- A. Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award Form.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City & State) (Zip Code)

- B. Contractor representative to contact for contract administration purposes:

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City & State) (Zip Code)

\_\_\_\_\_  
(Telephone & Facsimile Numbers)

\_\_\_\_\_  
(E-Mail Address)

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- C. The ADE representative to contact for technical or programmatic matters concerning contract performance (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.)

Jill Stephens  
Administrative Services Officer  
1535 West Jefferson Street, #54  
Phoenix, AZ 85007  
Phone: (602) 542-1567  
E-mail: [Jill.Stephens@azed.gov](mailto:Jill.Stephens@azed.gov)

23. All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.

Richard Adickes  
Contracts Management Unit, Bin #37  
1535 West Jefferson Street  
Phoenix, Arizona 85007  
Phone: (602) 364-2517  
FAX: (602) 364-0598  
E-Mail: [Richard.Adickes@azed.gov](mailto:Richard.Adickes@azed.gov)

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1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- A. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
  - B. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
  - C. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  - D. “Contractor” means any person who has a Contract with the State.
  - E. “Days” means calendar days unless otherwise specified
  - F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  - G. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - H. “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
  - I. “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
  - J. “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
  - K. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
  - L. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
  - M. “State Fiscal Year” means the period beginning with July 1 and ending June 30.
2. **Contract Interpretation.**
- A. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
  - B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

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- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
  - (2) Uniform Terms and Conditions;
  - (3) Statement or Scope of Work;
  - (4) Specifications;
  - (5) Attachments;
  - (6) Exhibits;
  - (7) Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3. Contract Administration and Operation.

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost,



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the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.

#### 4. Costs and Payments.

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destinations.
- C. Applicable Taxes.
  - (1) Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - (2) State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the

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responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

- (3) Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- (4) IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- (5) Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- (6) Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
  - a. Accept a decrease in price offered by the Contactor;
  - b. Cancel the Contract;
  - c. Cancel the Contract and re-solicit the requirements.

#### 5. Contract Changes.

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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### 6. Risk and Liability.

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification.
- (1) Contractor/Vendor Indemnification (Not Public Agency). The parties to this Contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.
  - (2) Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
  - (3) Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- D. Force Majeure.
- (1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  - (2) Force Majeure shall not include the following occurrences:
    - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or

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elsewhere, or an oversold condition of the market;

- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - c. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- (3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- (4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

#### 7. Warranties.

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
  - (1) Of a quality to pass without objection in the trade under the Contract description;
  - (2) Fit for the intended purposes for which the materials are used;
  - (3) Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - (4) Adequately contained, packaged and marked as the Contract may require; and
  - (5) Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs 7A through 7C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

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E. Year 2000.

- (1) Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- (2) Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

F. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

- (1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- (2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**8. State's Contractual Remedies.**

- A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be

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the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.

**B. Stop Work Order.**

- (1) The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- (2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**C. Non-exclusive Remedies.** The rights and the remedies of the State under this Contract are not exclusive.

**D. Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

**E. Right of Offset.** The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**9. Contract Termination.**

**A. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

**B. Gratuities.** The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

**C. Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully

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prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

- D. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.
- (1) In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
  - (2) Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
  - (3) The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- F. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
10. Contract Claims. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
11. Arbitration. The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

## SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

### SOLICITATION NO. ED07-0001

1. **Definition of Terms Used in These Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 1, Paragraph 1, have the following meaning:
  - A. “ADE” means the Arizona Department of Education.
  - B. “Department” means the Arizona Department of Education.
2. **Required Information.** The following shall be submitted concurrent with and as part of the Offer.
  - A. Offer and Award Form;
  - B. Section 2, Contract Administration;
  - C. Attachment 6.1, Prices;
  - D. Attachment 6.2, Offeror’s References;
  - E. Attachment 6.3, Offeror’s Organization;
  - F. Arizona Substitute W-9 Form (if needed); download from [www.azed.gov/Procurement/Opps](http://www.azed.gov/Procurement/Opps), Standard Procurement Documents
  - G. Copies of the service technicians training certificates, and details of experience working on iR150 types of equipment; and
  - H. Solicitation Amendments (if any);
3. **Authorized Signature.**
  - A. For any document that requires the Offeror’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by ADE, disclosure of ownership information shall be submitted.
    - (1) Privately Owned: The Owner must sign the contract.
    - (2) Partnership: A Partner must sign the contract.
    - (3) Corporation: A Corporate Officer must sign the contract.
  - B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee’s authority must accompany the contract. All addenda to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.
4. **Offer Evaluation.** In accordance with Arizona Procurement Code, §41,2533, Competitive Sealed Bids, award of a contract shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Solicitation.
5. **Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization’s utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
6. **Federal Immigration and Nationality Act:** By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror



## SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
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**SOLICITATION NO. ED07-0001**

shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

7. **Certificate of Insurance Form.** ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as Exhibit 7.1. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.
8. **Brand Name or Equal Description.**  
  
Equipment described within this solicitation has been designated as “Brand Name or Equal”. Offerors must provide manufacturer’s descriptive literature to support bids for equipment other than that described in the Specifications.
9. **Descriptive Literature.** Offerors shall include complete manufacturer’s descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the proposal being rejected.

## SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

### SOLICITATION NO. ED07-0001

*Version 6*

1. **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
  - A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
  - B. "*Contract*" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
  - C. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  - D. "*Days*" means calendar days unless otherwise specified.
  - E. "*Exhibit*" means any item labelled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  - F. "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - G. "*Offer*" means bid, proposal or quotation.
  - H. "*Offeror*" means a vendor who responds to a Solicitation.
  - I. "*Procurement Officer*" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
  - J. "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
  - K. "*Solicitation Amendment*" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
  - L. "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
  - M. "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.
2. Version 7.1 of the State of Arizona's Uniform Instructions to Offerors is hereby incorporated by reference. These documents may be accessed through Enterprise Procurement Services website by accessing the internet at (<http://www.azeps.az.gov/PoliciesDocuments/>) or by calling either, Enterprise Procurement Services at 602-542-5511 or the Arizona Department of Education at 602-364-2517. *It is the Offeror's responsibility to obtain the current revision of the documents.*

**ATTACHMENT 6.1**  
**PRICES/DELIVERY SCHEDULE**

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**SOLICITATION NO. ED07-0001**

**1. EQUIPMENT PRICE**

Monochrome Digital Printer/Copier as defined by the SPECIFICATIONS, including  
ninety (90) day full warranty. \$ \_\_\_\_\_

\_\_\_\_\_ %\* Arizona Sales Tax, State and City\*  
(Equipment Only) \$ \_\_\_\_\_

Total Equipment Cost \$ \_\_\_\_\_

**2. SERVICE MAINTENANCE**

YEAR 1 (End of Warranty Period through 6/30/2007) (Price per copy) \$ \_\_\_\_\_

YEAR 2 (Price per copy) \$ \_\_\_\_\_

YEAR 3 (Price per copy) \$ \_\_\_\_\_

YEAR 4 (Price per copy) \$ \_\_\_\_\_

YEAR 5 (Price per copy) \$ \_\_\_\_\_

If payment is made within \_\_\_\_\_ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by \_\_\_\_\_. (Refer to Uniform Instructions To Offerors for discount requirements.)

**Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.**

## ATTACHMENT 6.2

### OFFEROR'S REFERENCES

**ARIZONA DEPARTMENT OF EDUCATION**  
**Contracts Management Unit**  
**1535 West Jefferson Street, Bin #37**  
**Phoenix, Arizona 85007**

**SOLICITATION NO. ED07-0001**

**OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES.**

- |           |  |  |
|-----------|--|--|
| <b>1.</b> | Company/Organization                         |  |
| A.        | Address                                      |  |
|           |  |  |
| B.        | Point of Contact/Phone #                     |  |
| C.        | Description of Services<br>and When Provided |  |
|           |  |  |
|           |  |  |
| <b>2.</b> | Company/Organization                         |  |
| A.        | Address                                      |  |
|           |  |  |
| B.        | Point of Contact/Phone #                     |  |
| C.        | Description of Services<br>and When Provided |  |
|           |  |  |
|           |  |  |
| <b>3.</b> | Company/Organization                         |  |
| A.        | Address                                      |  |
|           |  |  |
| B.        | Point of Contact/Phone #                     |  |
| C.        | Description of Services<br>and When Provided |  |
|           |  |  |

## ATTACHMENT 6.3 OFFEROR'S ORGANIZATION

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**SOLICITATION NO. ED07-0001**

### INSTRUCTIONS:

Offerors shall complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of offers as unresponsive.

1. If other than a government agency

- A. When was the Offeror's firm formed? \_\_\_\_\_
- B. If the Offeror's firm is incorporated, provide a list of the names and addresses of the Board of Directors.
- C. Provide a current organizational chart, setting forth lines of authority, responsibility, and communications in accordance with the policies of the governing body.

**YES**    **NO**

2. Administrative Agent

Is the Offeror acting as an administrative agent for any other agency, firm, or governmental agency? *(If YES, provide a description of the relationship in both, legal and functional aspects.)*

☐

☐

3. Civil Rights Compliance Data

Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to the Offeror's business activities? *(If YES, provide an explanation.)*

☐

☐

4. Prior Felony Conviction(s)

Has the Offeror, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? *(If YES, provide an explanation.)*

☐

☐

5. Suspension or Exclusion From Federal or State Program(s)

Has the Offeror ever been suspended or excluded from any Federal or State Government program for any reason? *(If YES, provide an explanation.)*

☐

☐

6. Does the Offeror have sufficient funds to meet obligations on time under the contract while awaiting payment from ADE? *(If NO, provide an explanation.)*

☐

☐

7. Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five (5) years? *(If YES, provide an explanation.)*

☐

☐

**ATTACHMENT 6.3**  
**OFFEROR'S ORGANIZATION**

ARIZONA DEPARTMENT OF EDUCATION  
Contracts Management Unit  
1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

**SOLICITATION NO. ED07-0001**

|  | <b><u>YES</u></b>        | <b><u>NO</u></b>         |
|--|--------------------------|--------------------------|
| 8. Has the Offeror or the Offeror's firm terminated any contracts, had any contracts terminated, or been involved in contract lawsuits? <i>(If YES, provide an explanation.)</i>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Does the Offeror, its staff, relatives, or voting members of the Board of Directors maintain any ownership's, employment's, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. 38-502, Conflict of Interest) in any contract, sale, purchase, or service involving ADE? <i>(If YES, provide a full explanation of the situation.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |

## ATTACHMENT 6.4

### OFFEROR'S CHECKLIST

*Instructions: Offerors must submit the items listed below. In the column titled "Offeror's Page #", the Offeror must enter the appropriate page number(s) from its Proposal where the ADE evaluators may find the Offeror's response to that requirement.*

| Required Item                  | Solicitation Reference: | Offeror's Proposal Page #: |
|--------------------------------|-------------------------|----------------------------|
| 1. Offer and Award Form Signed | Page 1                  |                            |
| 2. Contract Administration     | Section 2, ¶ 22 A & B   |                            |
| 2. Offeror's Prices            | Attachment 6.1          |                            |
| 3. Offeror's References        | Attachment 6.2          |                            |
| 4. Offeror's Organization      | Attachment 6.3          |                            |
| 5. Offeror's Checklist         | Attachment 6.4          |                            |
|                                |                         |                            |

**EXHIBIT 7.1****CERTIFICATE OF INSURANCE**

CONTRACT NO. ED7-0001

VENDOR:

**ARIZONA DEPARTMENT OF  
EDUCATION**

CONTRACTS MANAGEMENT UNIT

1535 WEST JEFFERSON, Bin 37

PHOENIX, ARIZONA 85007

(602) 542-6537

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE STATE, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

|  |                      |                |  |               |                     |
|--|----------------------|----------------|--|---------------|---------------------|
| NAME AND ADDRESS OF INSURANCE AGENCY:  |                      | COMPANY LETTER | COMPANIES AFFORDING COVERAGE:  |               |                     |
|  |                      | <b>A</b>       |  |               |                     |
|  |                      | <b>B</b>       |  |               |                     |
| NAME AND ADDRESS OF INSURED:   |                      | <b>C</b>       |  |               |                     |
|  |                      | <b>D</b>       |  |               |                     |
| LIMITS OF LIABILITY<br>MINIMUM – EACH OCCURRENCE   |                      | COMPANY LETTER | TYPE OF INSURANCE  | POLICY NUMBER | DATE POLICY EXPIRES |
| BODILY INJURY:   |                      |                | COMPREHENSIVE GENERAL LIABILITY FORM<br><br>PREMISES OPERATIONS<br><br>CONTRACTUAL<br><br>INDEPENDENT CONTRACTORS<br><br>PRODUCTS/COMPLETED OPERATIONS HAZARD<br><br>PERSONAL INJURY<br><br>BROAD FROM PROPERTY DAMAGE<br><br>EXPLOSION & COLLAPSE (IF APPLICABLE)<br><br>UNDERGROUND HAZARD (IF APPLICABLE) |               |                     |
| PER PERSON   | \$ 100,000.00        |                |  |               |                     |
| EACH OCCURRENCE  | \$ 500,000.00        |                |  |               |                     |
| PROPERTY DAMAGE  | \$ 100,000.00        |                |  |               |                     |
| OR   |                      |                |  |               |                     |
| BODILY INJURY  | \$ 100,000.00        |                |  |               |                     |
| AND  |                      |                |  |               |                     |
| PROPERTY DAMAGE  |                      |                |  |               |                     |
| COMBINED   |                      |                |  |               |                     |
| SAME AS ABOVE  |                      |                | COMPREHENSIVE AUTO LIABILITY<br>INCLUDING NON-OWED (IF APPLICABLE)   |               |                     |
| NECESSARY IF<br>UNDERLYING<br>IS NOT ABOVE MINIMUM   |                      |                | UMBRELLA LIABILITY   |               |                     |
| STATUTORY<br>EACH ACCIDENT   | \$<br>100,000.0<br>0 |                | WORKMEN'S COMPENSATION AND<br>EMPLOYER'S LIABILITY   |               |                     |
|  |                      |                | OTHER  |               |                     |
| STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE. |                      |                | IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.         |               |                     |
| NAME AND ADDRESS OF CERTIFICATE HOLDER:  |                      |                | DATE ISSUED _____  |               |                     |
|  |                      |                | _____<br>AUTHORIZED REPRESENTATIVE   |               |                     |



